



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approval of Agreement Between City of Lodi and Boosters of Boys/Girls Sports Organization for Concession Operations at Zupo Field

MEETING DATE: February 3, 1999

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve an agreement between the City of Lodi and Boosters of Boys/Girls Sports Organization for concession operations at Zupo Field for a period of three years.

BACKGROUND INFORMATION: The Boosters of Boys/Girls Sports Organization (BOBS) has provided concession operations at Zupo Field for approximately seven years. They have consistently provided excellent service and a quality concession operation.

Staff recommends the continuation of this successful working relationship and the renewal of our agreement to cover the period of February 3, 1999 to December 31, 2002

FUNDING: None. All revenues collected are retained by the BOBS to cover expenses of the organization's commitment to provide low costs youth sports programs. The BOBS also dedicate some revenue toward capital improvement projects at youth sports facilities.

A handwritten signature in cursive script, likely belonging to Ron Williamson.

Ron Williamson
Parks and Recreation Director

RW/sb

cc: City Attorney

APPROVED: _____

A handwritten signature in cursive script, likely belonging to H. Dixon Flynn.

H. Dixon Flynn -- City Manager

01/25/99

AGREEMENT
CITY OF LODI AND BOOSTERS OF BOYS AND GIRLS
SPORTS FOR CONCESSION OPERATIONS AT ZUPO PARK

PARTIES:

This agreement is made and entered into this 3rd day of February, 1999 by and between the City of Lodi, a municipal corporation ("City") and the Boosters of Boys and Girls Sports ("BOBS"). This agreement shall expire on December 31, 2002.

RECITALS:

BOBS agrees to operate concession stands at the below described park(s) under the terms and conditions set forth herein:

Zupo Park
350 North Washington Street
Lodi, California

TERMS AND CONDITIONS:

1. Premises: City does hereby grant to BOBS the sole and exclusive right\license to vend food and drinks, etc. at the concession stands of the above described park(s) for the term of this agreement.
2. Consideration: In consideration for the granting of this right\license the parties shall do the following:
 - A. City shall provide:
 1. Enclosed concession stands with some limited City-owned equipment which BOBS will be expected to service and maintain at BOBS sole cost and expense;
 2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside of the concession buildings;

3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the BOBS.

B. Concession operation conditions:

1. The City Manager is granted the right to immediately terminate this agreement upon failure on the part of the BOBS to keep in full force and effect during the entire term of this agreement, the insurance required herein;

2. BOBS shall, prior to opening for business, furnish a products and price schedule and shall follow the products and price schedule as mutually agreed to between BOBS and City;

3. BOBS shall provide all equipment and merchandise necessary to operate said concessions;

4. BOBS shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any reasonable time. The BOBS will complete monthly reports, and these reports shall be filed with the City by the tenth day of every month while said concession is in operation;

5. BOBS shall operate said concession from March 1 through November 15 at times commencing 15 minutes before events, and to the top of the last scheduled inning;

6. BOBS agrees to obtain at its own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against it for whatever purposes in the operation of said concessions;

7. BOBS shall keep the concession stands and the immediate surrounding area in a clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the

business conducted. BOBS shall give the City written notice of any maintenance problems;

8. The rights granted hereunder for concession sales at the identified park(s), shall be exclusive to BOBS. Subleasing by BOBS is hereby prohibited. BOBS has the right of first refusal on all special events occurring at the above-named park in providing required food and beverage service. If BOBS relinquishes its rights under this paragraph, City shall be free to contract with any other concessionaire of its choosing to provide concessions for the special event;

9. BOBS is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of BOBS;

10. The Parks and Recreation Director and BOBS as mutually agreed upon shall approve or disapprove any employee or operator of said concession stands on the basis of such considerations as dress, general cleanliness, working relationship with the public, and staff needed to successfully vend food for day to day operations, tournaments or special events\activities. (City will coordinate this action with Concessionaire manager);

11. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose;

12. BOBS shall not have the right to sell, mortgage, assign or sublet this agreement or any part thereof without the prior written consent of City and any attempt to do so shall automatically terminate this agreement;

13. BOBS shall be responsible for the security of the concession stand and any storage buildings assigned to its exclusive use as far as locks on doors and windows or installation of an alarm system if it is deemed necessary by mutual agreement of the parties. BOBS shall be responsible for any acts of vandalism to BOB's equipment or inventory;

14. At the conclusion of or termination of this agreement BOBS shall surrender said concession premises in as good an order and condition as that in which BOBS received same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of BOBS to repair, replace, or reimburse for repair and replacement.

3. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. BOBS shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by BOBS, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. BOBS is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference.

4. Termination of Agreement: This agreement may be terminated at any time with or without cause by either party upon thirty days written notice. Upon termination of this agreement BOBS agrees to quit and surrender the premises in a peaceable manner and City shall have the right to remove BOBS and all others occupying through or under this agreement.

5. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

6. Attorney's Fee and Costs: In the event either party brings an action under this agreement at Law or in Equity, for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation

BOOSTERS OF BOYS AND GIRLS
SPORTS (BOBS):

H. DIXON FLYNN
City Manager

RON MARKS
President

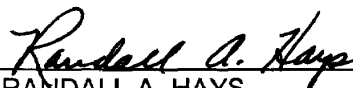
Dated: _____

Dated: _____

Attest:

Approved as to form:

ALICE M. REIMCHE
City Clerk



RANDALL A. HAYS
City Attorney

**CITY OF LODI
RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES**

The City of Lodi has made arrangements with the American Casualty Company to provide commercial general liability coverage for various types of special events which may be permitted on City property or rights-of-way. This inexpensive insurance program has been designed to meet the special needs of the City. It will be mandatory in most cases, for any individual party or group to purchase this coverage as a condition for conducting their event on City facilities.

If insurance coverage is not purchased from the program described above, the following Risk Transfer Requirements must be met.

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City TWO WEEKS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.
8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its agents, officers, and employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).

9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its agents, officers, and employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.

RESOLUTION NO. 99-15

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING 3-YEAR
AGREEMENT BETWEEN THE CITY OF LODI AND BOOSTERS OF
BOYS/GIRLS SPORTS ORGANIZATION (BOBS) FOR CONCESSION
OPERATIONS AT ZUPO FIELD

=====

BE IT RESOLVED that the Lodi City Council does hereby approve the Agreement between the City of Lodi and the Boosters of Boys/Girls Sports Organization (BOBS) for Concession Operations at Zupo Field; and

BE IT FURTHER RESOLVED that the term of this Agreement will cover the period of February 3, 1999 through December 31, 2002; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 3, 1999

=====

I hereby certify that Resolution No. 99-15 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 3, 1999 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Mann, Nakanishi, Pennino
and Land (Mayor)

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


ALICE M. REIMCHE
City Clerk

B.O.B.S./CITY PROJECTS FOR 1999 - 2000

<u>PROJECT</u>	<u>B.O.B.S.</u>	<u>CITY</u>	<u>DATE</u>
Salas Scoreboards	B.O.B.S. to do with Electric Utility help	Parks aware of project	April 1999
Salas Equipment Trailer	Do project	Cut out grass around restroom area and possibly help hook up electrical	April 1999
Salas Protective Extension (Back Stops)	Nothing	Capital Project (City)	April 2000
Kofu D.G./Landscape	Coordinate with Tokay, B.O.B.S., City (possibly)	Plans – help give direction	March 2000
Vinewood Backstop (North East)	Remove fabric, sanding, painting	Contract out – install fence. City to pay for same	Fall 1999
Concession Stand (Zupo, Kofu, Salas)	B.O.B.S. general clean-up, renovate, paint	Roll-up, walk-in door – Stockton Ports money	March 1999
Salas F.B. Lights (South Side)	Help in the contact	City Utility Department contact – design/plans/coordinate	Fall 1999
Salas Trees (Walk Way)		City to install at Salas	April 1999
DeBenedetti Park (Master Plan Construction)		Master Plan/Install one diamond	2000
Grape Bowl – Major Renovation (Community Issue/Public Hearings)	Help general community interest, support, etc.	Coordinate/provide plans of area, etc.	2000

B.O.B.S./CITY PROJECTS FOR 1999 - 2000

<u>PROJECT</u>	<u>B.O.B.S.</u>	<u>CITY</u>	<u>DATE</u>
Salas Scoreboards	B.O.B.S. to do with Electric Utility help	Parks aware of project	April 1999
Salas Equipment Trailer	Do project	Cut out grass around restroom area and possibly help hook up electrical	April 1999
Salas Protective Extension (Back Stops)	Nothing	Capital Project (City)	April 2000
Kofu D.G./Landscape	Coordinate with Tokay, B.O.B.S., City (possibly)	Plans – help give direction	March 2000
Vinewood Backstop (North East)	Remove fabric, sanding, painting	Contract out – install fence. City to pay for same	Fall 1999
Concession Stand (Zupo, Kofu, Salas)	B.O.B.S. general clean-up, renovate, paint	Roll-up, walk-in door – Stockton Ports money	March 1999
Salas F.B. Lights (South Side)	Help in the contact	City Utility Department contact – design/plans/coordinate	Fall 1999
Salas Trees (Walk Way)		City to install at Salas	April 1999
DeBenedetti Park (Master Plan Construction)		Master Plan/Install one diamond	2000
Grape Bowl – Major Renovation (Community Issue/Public Hearings)	Help general community interest, support, etc.	Coordinate/provide plans of area, etc.	2000

B.O.B.S./CITY PROJECTS FOR 1999 - 2000

<u>PROJECT</u>	<u>B.O.B.S.</u>	<u>CITY</u>	<u>DATE</u>
Salas Scoreboards	B.O.B.S. to do with Electric Utility help	Parks aware of project	April 1999
Salas Equipment Trailer	Do project	Cut out grass around restroom area and possibly help hook up electrical	April 1999
Salas Protective Extension (Back Stops)	Nothing	Capital Project (City)	April 2000
Kofu D.G./Landscape	Coordinate with Tokay, B.O.B.S., City (possibly)	Plans – help give direction	March 2000
Vinewood Backstop (North East)	Remove fabric, sanding, painting	Contract out – install fence. City to pay for same	Fall 1999
Concession Stand (Zupo, Kofu, Salas)	B.O.B.S. general clean-up, renovate, paint	Roll-up, walk-in door – Stockton Ports money	March 1999
Salas F.B. Lights (South Side)	Help in the contact	City Utility Department contact – design/plans/coordinate	Fall 1999
Salas Trees (Walk Way)		City to install at Salas	April 1999
DeBenedetti Park (Master Plan Construction)		Master Plan/Install one diamond	2000
Grape Bowl – Major Renovation (Community Issue/Public Hearings)	Help general community interest, support, etc.	Coordinate/provide plans of area, etc.	2000

B.O.B.S./CITY PROJECTS FOR 1999 - 2000

<u>PROJECT</u>	<u>B.O.B.S.</u>	<u>CITY</u>	<u>DATE</u>
Salas Scoreboards	B.O.B.S. to do with Electric Utility help	Parks aware of project	April 1999
Salas Equipment Trailer	Do project	Cut out grass around restroom area and possibly help hook up electrical	April 1999
Salas Protective Extension (Back Stops)	Nothing	Capital Project (City)	April 2000
Kofu D.G./Landscape	Coordinate with Tokay, B.O.B.S., City (possibly)	Plans – help give direction	March 2000
Vinewood Backstop (North East)	Remove fabric, sanding, painting	Contract out – install fence. City to pay for same	Fall 1999
Concession Stand (Zupo, Kofu, Salas)	B.O.B.S. general clean-up, renovate, paint	Roll-up, walk-in door – Stockton Ports money	March 1999
Salas F.B. Lights (South Side)	Help in the contact	City Utility Department contact – design/plans/coordinate	Fall 1999
Salas Trees (Walk Way)		City to install at Salas	April 1999
DeBenedetti Park (Master Plan Construction)		Master Plan/Install one diamond	2000
Grape Bowl – Major Renovation (Community Issue/Public Hearings)	Help general community interest, support, etc.	Coordinate/provide plans of area, etc.	2000

B.O.B.S./CITY PROJECTS FOR 1999 - 2000

<u>PROJECT</u>	<u>B.O.B.S.</u>	<u>CITY</u>	<u>DATE</u>
Salas Scoreboards	B.O.B.S. to do with Electric Utility help	Parks aware of project	April 1999
Salas Equipment Trailer	Do project	Cut out grass around restroom area and possibly help hook up electrical	April 1999
Salas Protective Extension (Back Stops)	Nothing	Capital Project (City)	April 2000
Kofu D.G./Landscape	Coordinate with Tokay, B.O.B.S., City (possibly)	Plans – help give direction	March 2000
Vinewood Backstop (North East)	Remove fabric, sanding, painting	Contract out – install fence. City to pay for same	Fall 1999
Concession Stand (Zupo, Kofu, Salas)	B.O.B.S. general clean-up, renovate, paint	Roll-up, walk-in door – Stockton Ports money	March 1999
Salas F.B. Lights (South Side)	Help in the contact	City Utility Department contact – design/plans/coordinate	Fall 1999
Salas Trees (Walk Way)		City to install at Salas	April 1999
DeBenedetti Park (Master Plan Construction)		Master Plan/Install one diamond	2000
Grape Bowl – Major Renovation (Community Issue/Public Hearings)	Help general community interest, support, etc.	Coordinate/provide plans of area, etc.	2000

BOOSTERS OF BOYS/GIRLS SPORTS ORGANIZATION
125 N. STOCKTON ST
LODI, CA 95240

CAPITAL IMPROVEMENT PROJECTS
CITY OF LODI PARTNERSHIP

- Fund Raising
- Food Concerns
- Smatkins

1. Tony Zupo Field Batting Cages – Coordinated by the B.O.B.S., the project entailed raising \$4,500 plus materials for the construction of a batting cage facility. Dave Comer and Al Smatsky, both City employees constructed the project, during off-duty hours. The project was completed in time for the annual Babe Ruth Regional Championships.
2. Salas Park Construction – The B.O.B.S. contributed over \$100,000 in volunteer labor, materials, and equipment to the development of Salas Park. The Park, located in south Lodi, was developed as a direct result of the B.O.B.S. concern for overcrowding at existing playing fields in Lodi.
3. Kofu Park Lighting – The B.O.B.S. in conjunction with the City of Lodi, contributed over \$75,000 for the installation of park lighting at Kofu Park. The project enabled the use of two baseball diamonds and a soccer field in the evenings and into the night hours. Volunteers purchased and installed fixtures, erected the poles and worked with the City's Electric Utility Department to complete the original project and recently assisted in lighting renovations.
4. Lawrence School Irrigation System – The B.O.B.S. purchased and installed equipment for an irrigation system at Lawrence Elementary School with the assistance of the Parks and Recreation Department. The system now covers ten acres of ground, which irrigates three baseball/softball fields and six small soccer fields in the fall months. (\$7,500)
5. Kofu Park and Salas Park Irrigation Systems – The B.O.B.S. were instrumental in assisting with the installation of infield irrigation systems at both Kofu and Salas Park baseball diamonds. (\$3,000)
6. Football Stadium Press Box – When it was time to build and install a new press box in the City's football stadium, the B.O.B.S. organization came forward with dollars in hand and assistance in construction activities. It was this organization that helped the "Press Box Committee" to secure other community sponsorships and individuals to donate money toward the project. (\$1,000)
7. High School Scoreboard at Lodi High School boasts a new basketball/volleyball scoreboard in their gym as a result of the B.O.B.S. effort to bring together funding for the project in the mid-seventies. It was the B.O.B.S., high school and Pepsi-Cola that made it happen.
8. All Baseball Parks – B.O.B.S. have donated scoreboards, field fencing, backstops, and/or bleachers in nearly every park, which has a baseball/softball diamond. (\$50-75,000)
9. Football Stadium Scoreboard – Once again, the B.O.B.S. pulled through with a new scoreboard to grace the local football stadium in cooperation with the school district and Pepsi-Cola Bottling Company. (\$15,000)
10. Bleacher Extension at Kofu Park – Installed an additional 250 seats at the local hardball facility. (\$35,000)
11. Landscaping at Kofu Park – Fall of 1998, the B.O.B.S. will assist with landscaping in the bleacher area and dugout area to enhance the park and play area. (\$3,500)
12. Scoreboard Installation at Salas Park – In 1998/99, four multi-use scoreboards at this facility. Project will be completed with community sponsors. (\$20,000)
13. Equipment Trailer at Salas Park – Provided an equipment storage unit for football and general equipment storage needs. (\$5,000)

\$4,500
\$100,000
\$75,000
\$7,500
\$3,000
\$1,000
\$2,000
\$50,000
\$15,000
\$35,000
\$3,500
\$20,000
\$5,000
\$318,500.00